**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants: Horstmann, et al.

Assignee: OpenGrid, Inc.

Title: "INTERACTIVE WIRELESS DEVICE COMMUNICATION  
SYSTEM FOR MEETINGS AND CONFERENCES"

Serial No.: 09/864,479

Filed: May 23, 2001

Examiner:

Tel:

Docket No.: OG-003

Art Unit:

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Commissioner for Patents  
Washington, D.C. 20231

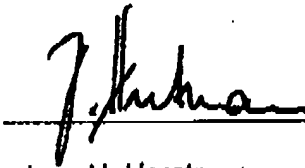
**DECLARATION OF JENS HORSTMANN**

I, Jens Horstmann, declare:

1. I am the President of OpenGrid, Inc., 70 North Second Street, San Jose, CA 95113. I have been President of OpenGrid, Inc. from the formation of the company in July 1996 until the present.
2. OpenGrid, Inc. is the assignee of the above-identified U.S. Application Serial No. 09/864,479, entitled "Interactive Wireless Device Communication System for Meetings and Conferences" by virtue of assignments executed by all the other listed inventors of the above-identified application.
3. Saeed Zarea and I, as well as the other listed inventors, are joint inventors of subject matter claimed in the above-identified application. The claimed subject matter of which Saeed Zarea is a joint inventor was made during the time Saeed Zarea was employed by OpenGrid, Inc.
4. Saeed Zarea was an employee of OpenGrid, Inc. from approximately 3/26/01 to 5/24/01.
5. OpenGrid, Inc. sent a copy of the application papers for Application 09/864,479, together with a Declaration and Power of Attorney for Patent Application, to Saeed Zarea in July 2001. Saeed Zarea refused to sign the declaration.
6. Attached as Exhibit A is an agreement that Saeed Zarea signed as a condition of employment with OpenGrid. The agreement is entitled "Proprietary Information and Inventions Agreement". This agreement was in force throughout the term of Saeed Zarea's employment at OpenGrid, Inc.

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Page 2 of 2

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

  
Jens U. Horstmann

11/15/01  
Date

I hereby certify that this correspondence is being deposited with the United States Postal Service as "First Class Mail" on the date indicated below and is addressed to: Box Missing Parts, Assistant Commissioner for Patents, Washington, D.C. 20231, on Nov. 16, 2001.

Nov. 16, 2001  
Date

Lester Wallace  
T. Lester Wallace



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Horstmann, et al.

Assignee: OpenGrid, Inc.

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Washington, D.C. 20231

November 16, 2001

DECLARATION OF T. LESTER WALLACE

I, T. Lester Wallace, declare:

1. I am an attorney and represent OpenGrid Inc. in the above-identified application. My registration number is 34,748.
2. All of the joint inventors of the invention that is the subject of Application 09/864,479, "Interactive Wireless Device Communication System for Meetings and Conferences," as well as their last known addresses, are:

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**MAY 23 2002**  
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Jens Horstmann,	3633 Vireo Avenue, Santa Clara, CA 95051
Matti Katajamaki,	1001 Tulip Drive, Sunnyvale, CA 94086
Susan Potter,	1443 Kentfield Avenue #1, Redwood City, CA 94061
Miroslav Wiesner,	1495 Park Avenue, San Jose, CA 95126-2139
Saeed Zarea,	6019 Monteverde Drive, San Jose, CA 95120

3. Each of the joint inventors has signed an assignment and a declaration for the above-identified application, except for one inventor, Saeed Zarea, who refuses to sign.
4. Saeed Zarea is a former employee of OpenGrid. I called Saeed Zarea at his home at noon on October 1, 2001. Saeed Zarea told me in the telephone conversation that he would not sign an assignment or declaration unless OpenGrid pays him additional consideration of about \$7,000.00. Saeed Zarea asked that I relay this to OpenGrid. I therefore called Jens Horstmann, President of OpenGrid, who confirmed that OpenGrid will not pay Saeed Zarea any additional consideration. Jens Horstmann indicated that Saeed Zarea worked on the patent as part of his

regular employment at OpenGrid and that all inventions produced by Saeed Zarea during his term of employment were remunerated through his normal salary. I then called Saeed Zarea again and relayed the message that OpenGrid will not pay any additional amount to Saeed Zarea for signing an assignment or declaration. Saeed Zarea again told me he would not sign the Assignment without any additional financial consideration. Saeed told me he would confirm his oral refusal by sending me an email. He said he would do so "when I get around to it." As of the time of submission of this Declaration, I have received no email from Saeed Zarea confirming his verbal refusal to sign.

5. A copy of email correspondence relating to the discussions described above is attached as Exhibit A.
6. Saeed Zarea signed a document entitled "Proprietary Information and Inventions Agreement" on March 25, 2001. This agreement was in effect at the time of the filing date of the application. The agreement indicates that:

"Company shall own all right, title and interest (including patent rights, . . .) relating to any and all inventions (whether or not patentable), . . . made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company . . . I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company . . . to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned."

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Lester Wallace

Nov. 16, 2001

T. Lester Wallace

Date

I hereby certify that this correspondence is being deposited with the United States Postal Service as "First Class Mail to Addressee" on the date indicated below and is addressed to: Box Missing Parts, Assistant Commissioner for Patents, Washington, D.C. 20231, on Nov. 16, 2001.

Nov. 16, 2001  
Date

Lester Wallace  
T. Lester Wallace

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Lester Wallace



Exhibit A

From: Lester Wallace [lester@patentesq.com]  
Sent: Monday, October 01, 2001 12:34 PM  
To: 'saeed\_zarea@sbcglobal.net'  
Cc: Jens U. Horstmann (E-mail)  
Subject: OpenGrid's Response To Your Proposal To Be Financially Rewarded

Hi Saeed:

I'm sorry this didn't work out for you. Here is OpenGrid's response.  
If you refuse to sign, please indicate so in a response to this email.  
I'd appreciate it.

Best of Luck. If you are the one who helped me over the telephone, then  
I truly thank you. You did a super job.

Sincerely,

Lester.

-----Original Message-----

From: Jens Horstmann [mailto:Jh0@OpenGrid.com]  
Sent: Monday, October 01, 2001 12:18 PM  
To: lester@patentesq.com  
Cc: saeed\_zarea@sbcglobal.net; Eli Porat  
Subject: RE: Saeed Zarea Refusal To Sign OG-003 Assignment and  
Declaration

Hello Lester - thank you for your follow up in this matter.

Unfortunately,

the company's position is clear: While Saeed along with other team  
members

worked very hard on this project, he did so within the regular  
employment

guidelines of the company (had he provided services after his employment  
related to this patent we would consider his monetary request). We think  
that as an inventor he should be proud to sign and not put up these  
unjustified conditions. The employment agreement he signed states  
clearly

that inventions performed during his employment term belong to the  
company.

Best regards,

Jens

> -----Original Message-----

> From: Lester Wallace [mailto:lester@patentesq.com]  
> Sent: Monday, October 01, 2001 12:12 PM  
> To: 'Jens Horstmann'  
> Cc: saeed\_zarea@sbcglobal.net  
> Subject: Saeed Zarea Refusal To Sign OG-003 Assignment and Declaration

>

>

> Hi Jens:

>

> Opengrid needs to send to the Patent Office executed assignment and  
> declaration papers in OG-003. I am trying to handle this matter as  
> efficiently and quickly as possible - hopefully today.

>

> I just talked with Saeed Zarea (one of the inventors) over the  
telephone  
> (408) 323-8469. He said "I worked hard on this project" (referring to  
the  
> subject matter of OG-003). Saeed said he requires "some financial  
reward"  
> in order to sign anything. Saeed told me \$7,000 is about right in  
view of  
> past financial rewards handed out for patents at Unisys (Saeed  
evidently  
> used to work at Unisys). Saeed therefore asked that I forward his  
demand  
> for payment of \$7,000 to you.  
>  
> Please respond with either: 1) an acceptance to pay Saeed \$7,000, 2) a  
> refusal to pay Saeed anything, or 3) a counteroffer. I told Saeed I  
would  
> forward your response on to Saeed.  
>  
> If Saeed receives no financial reward, then he has told me he refuses  
to  
> sign either the assignment or declaration.  
>  
> Sincerely,  
>  
> Lester.